

**Statement of Work  
Between  
Genuity Inc.  
And  
GTE Service Corporation  
To Provide Support For:  
Computing Infrastructure Services**

**1.0 Management Summary**

**1.1 Introduction**

This Statement of Work is appended to the Agreement for IT Transition Services dated \_\_\_\_\_, 2000 by and between GTE Service Corporation and its affiliates ("GTESC") and Genuity Inc. ("Genuity") and shall be governed by the terms and conditions hereof. The services described herein shall be provided by Genuity for a period of up to 12 months effective upon the Effective Date of the Agreement for IT Transition Services. This Statement of Work may not be renewed.

**1.2 Executive Summary**

Genuity is currently providing computing infrastructure information technology services to GTESC. These computing infrastructure services include providing phone and desk-side support to GTESC personnel and their desktop computing equipment ("End User Support"); providing network connections and transmission for GTESC personnel and equipment ("Network Support"); supporting shared computer hardware and software utilized by GTESC personnel to accomplish business functions ("Server Operations and Support"); and supporting telephonic services (voice and FAX) for GTESC personnel ("Voice Services and Support").

These services are required during the separation and transition of GTESC due to GTESC's short-term inability to provide these services due to the particular locations of the GTESC personnel or equipment, the skills required to provide these services at the sites, or the lack of GTESC labor at these locations to apply to these services.

GTESC will receive these services for up to 12 months effective upon the date of execution of the Agreement.

**2. Scope of Work**

Computing Infrastructure Services are being provided by Genuity to GTESC which include the following service areas and general areas of activity:

**End User Support**, which consists of the following activity areas:

- Help Desk Support
- ID Management and
- Fault Isolation and Problem Resolution

All problems and service requests will be reported to the Genuity National Support Center (NSC). The NSC will log and track problems using the Infoman information system. Problems not reported through the NSC may not be logged and tracked properly.

**Network Support**, which consists of the following activity areas:

- LAN/WAN Implementation, Access, and Management
- Network Security
- InterWAN Access
- Fault Isolation and Problem Resolution

For those locations and items specified in Attachment A, Genuity will provide Local Area and Wide Area network Implementation, access, and management. Genuity will provide wide area network availability and monitoring from the designated Genuity data center to the GTESC location and to designated GTESC data centers. Genuity has management responsibility for all equipment and circuits that provide the network connection to the contracted computing equipment. The network will be designed and modified as necessary to ensure that the business needs are met and effective technology is utilized. Genuity will perform network planning and capacity management planning based on the receipt of required information concerning transaction volumes and timing, etc. from GTESC. If an outage occurs, appropriate notifications will be made.

**Server Operations and Support**, which consists of the following activity areas:

- NT Client/Server Support
- Operations Monitoring
- Fault Isolation and Problem Resolution

For those locations and items specified in Attachment A, Genuity will provide server support and management for home share and print servers designated in SOW. Servers will be added to meet and maintain service levels based on designated users base supported by this SOW. Server monitoring will be performed 24hours x 7days with fault isolation and problem resolution.

Genuity will provide facilities management services to house and support the servers with their peripheral configuration of DASD, printers, and network required to support GTESC.

The configuration of each supported server will be defined during the implementation of the server.

Genuity will provide console operations to support all servers covered by this agreement. System performance technicians will monitor the CPU and all associated tasks and applications. Genuity is responsible for the detection and correction of faults within the environment and for restoration of customer systems after failure.

Genuity is responsible for the support of all contracted hardware and associated system software listed in the inventory, Attachment B (not included).

Genuity is responsible for the physical and logical security of the contracted equipment defined. Genuity is additionally responsible for logging proper and illegal access, providing a way to audit security information, rectifying security breaches and addressing unauthorized use of the system. System security is provided through the following activities:

- Physical security of the Genuity data center
- Logical security via limited, authorized use of system resources
- Perform User ID administration in accordance with customer requirements
- Maintain ownership of the system level password.
- Perform electronic recording/monitoring of system usage with available systems tools for audit purposes as needed
- Monitor and log firewall accesses

Genuity will maintain all activities associated with tape management in support of GTESC production processing. The tape operations staff will also be responsible for shipping and receiving tapes from the off-site storage facility and customer requested location. Backups will be performed per requirements provided by GTESC. Genuity is responsible for documenting the backup, tape rotation and storage per GTESC request.

**Voice Services and Support**, which consists of the following activity areas:

- PBX/Phone Implementation, Access, and Management
- Voice and Data Circuit Management
- Fault Isolation and Problem Resolution

For those locations and items specified in Attachment A, Genuity will provide support for voice services and PBX systems. Included in this support will be the following:

- Moves, Adds, & Changes (Moving phone sets to new locations, Adding New Phone Sets/Service, Changing Passwords for Voicemail)
- Repairs (No dial tone, Can't call out or receive calls)
- Name Connector (Update Name & Number changes)
- Maintenance (Bi-weekly backups)
- Traffic Studies (Performance Studies – Trunk & Routes)
- Internal Business Support (Attend project meetings, create & maintain cut sheets, ordering & managing contract wire companies)
- Circuit Management (Ordering/Installing/Managing ISDN, ISDN Circuits for Televideo, ISDN Circuits for PBX Switch, ISDN Circuits for Data)
- Ordering/Managing DS1/DS3 for internal LAN/WAN
- Major Project moves & Restacks
- Order and manage 800 numbers as needed

## **2.1 Contract Type**

This is a **Fixed Unit Price** Statement of Work. Each service element has a unit defined and a monthly price per unit.

## **2.2 Compensation Authorization**

The funding authorized for this Statement of Work is delineated in Attachment A. Each site or item covered has a unit defined, a baseline number of units, and a monthly charge per unit. Certain one-time charges to specific service elements may apply and are delineated in Attachment A.

## **2.3 Genuity Responsibilities**

- Perform daily operational activities to ensure that production activities are performed and controlled as required.
- Detect and correct faults within the environment.
- Communicate system outages to customers in a timely manner.
- Restore customer systems after a failure.
- Provide infrastructure and/or system support and install vendor upgrades.
- Evaluate customer requests and prepare associated impact statements.
- Support Infrastructure and system software.
- Perform network monitoring between the data center and customer premises.
- Provide production operational support of outsourcing solution.
- Provide operational support for application production processing and development environments.
- Perform capacity and technical planning for outsourcing solution evolution.
- Respond to and resolve Incident Reports per terms of the service levels.
- Document technical and operational designs, plans and ongoing support processes.
- Maintain system software inventory.
- Prepare, install, and certify system software releases.
- Perform problem analysis and resolution
- Budget for, order, and plan upgrades for current inventory of software.
- Monitor and optimize DASD, tape and servers and perform recovery operations if required.
- Plan, control and manage all hardware and software system changes.
- Perform User ID administration in accordance with customer requirements.
- Monitor and log firewall access.
- Implement new servers as requested by GTE SC through a statement of work.

- Perform file back ups and recovery per requirements from GTESC.
- Provide requested periodic reporting of effort and/or performance.
- Attend monthly performance review meetings to present performance against service levels and review account status.

#### **2.4 Key Personnel**

Genuity shall assign Key Personnel to participate in the execution of this Statement of Work as required by GTESC.

#### **2.5 Travel**

When travel needs arise, Genuity will identify and request authorization and approval from GTESC prior to travel.

#### **2.6 Service Level Agreements**

Genuity and GTESC may, upon mutual agreement, develop and implement Service Level Agreements for any supplied Computing Infrastructure Service. These agreements will specify the details of service operations including scheduled hours of operation, scheduled outages for maintenance, change management, and other operational activities; incident and outage management, including target restoration times, escalation, outage reporting; and service performance, including mutually agreeable service performance metrics and targets for such metrics.

#### **2.7 Genuity and GTESC Contacts**

(To be Supplied)

### **3.0 Approvals**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates indicated below to be effective as of the date specified above.

**GTE SERVICE CORPORATION**

**GENUITY INC.**

By - Signature

By – Signature

Printed Name

Printed Name

Title

Title

Date

Date

## Ciamporcero, Alan (DC)

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**From:** Candence McCuen [cmccuen@Genuity.com]  
**Sent:** Friday, June 09, 2000 11:59 AM  
**To:** ACiamporcero@dcoffice.gte.com  
**Cc:** iparker@Genuity.com; sgalebac@Genuity.com; peter.plaut@telops.gte.com;  
bruce.brafman@hq.gte.com; leonard.suchyta@hq.gte.com  
**Subject:** Revised GTE Telecom Statement of Work under Amendment 2

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v2.doc

This is the last document. I will send a summary, by separate email, of all documents sent for filing.

Revision is to Section 4.1 of GTE Telecom Statement of Work under this Second Amendment. Date of expiration was changed to October 31, 2000.

**SECOND AMENDMENT TO  
MASTER SERVICES AGREEMENT  
BETWEEN  
GTE NETWORK SERVICES  
And  
GTE GLOBAL NETWORKS INCORPORATED**

**THIS SECOND AMENDMENT** to the Master Services Agreement (the "Agreement") effective March 31, 2000 is executed by and between GTE Network Services, consisting of the GTE telephone operating companies listed in Attachment 1 ("GTE") and GTE Global Networks Incorporated ("GNI"). (GTE and GNI being referred to collectively as the "Parties".)

**RECITALS**

**WHEREAS**, the purpose of this Amendment is to modify the Agreement between the parties finally executed on September 14, 1999 by adding a Statement of Work (SOW) to perform certain services on behalf of GTE Telecom Incorporated, ("Telecom") an affiliate of GNI.

**WHEREAS**, the Parties now wish to adopt the Statement of Work as an amendment to the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. A new Statement of Work is added as Attachment 2.
2. Except as specifically modified by this Second Amendment or prior amendments, the Agreement shall remain in full force and effect.
3. If any provision in the Agreement conflicts with this Second Amendment, this Second Amendment shall control.

THE REMAINDER OF THIS PAGE WAS NOT USED.  
AMENDMENT CONTINUES ON THE SIGNATURE PAGE.

**IN WITNESS WHEREOF**, the Parties have executed this Second Amendment to be effective as of the date stated in the preamble.

GTE Network Services

GTE Global Networks Incorporated

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Larry J. Sparrow

By: \_\_\_\_\_

Title: Vice President – Wholesale Markets

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Rosalynn Christian

Name: Ondrea Dae Hidley

Title: Assistant Secretary

Title: Assistant Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment 1**  
**GTE telephone operating companies**

GTE Alaska Incorporated  
GTE Arkansas Incorporated  
GTE California Incorporated  
GTE Florida Incorporated  
GTE Hawaiian Telephone Company Incorporated  
GTE Midwest Incorporated  
GTE North Incorporated  
GTE Northwest Incorporated  
GTE West Coast Incorporated  
GTE South Incorporated  
GTE Southwest Incorporated  
Contel of Minnesota, Inc. d/b/a GTE Minnesota  
Contel of the South, Inc. d/b/a GTE Systems of the South

## **Attachment 2**

### **GTE TELECOM STATEMENT OF WORK**

This Statement of Work ("SOW") is issued pursuant to the Master Services Agreement ("MSA") to reflect services to be performed by GTE on behalf of GNI's affiliate, GTE Telecom Incorporated ("Telecom.")

**Whereas**, GTE and GNI entered into the MSA in order to facilitate the provision of certain general, administrative, and operational services by GTE; and

**Whereas**, pursuant to that MSA, GNI desires that GTE provides certain Services as described herein in the support of Telecom's Lease Based Network and Telecom's Facilities Based Fiber Network (herein collectively referred to as "Telecom's Network.")

**Now, Therefore**, GTE and GNI agree as follows:

#### **Section 1. - Definitions.**

Many capitalized terms and acronyms appear in this SOW. Unless otherwise indicated, these terms are understood as having the meanings commonly understood in the telecommunications industry and in the above referenced Master Services Agreement. The following less common terms shall have the meanings described:

**"Dispatch"** the passing of information to assign task(s) to a specific unit or send someone on specific business.

**"Facilities Based Fiber Network"** means the transport mechanism including elements such as Multiplexers (MUXs), and Digital Access and Cross-connecting Systems ("DACs") administrative and management components located in Arkansas, Illinois, Indiana, and Missouri.

**"Leased Based Network"** means the transport mechanism including elements such as MUXs, and DACs administrative management components.

**"GTE NOC"** is the GTE Network Operations Center located at GTE Place at Dallas - Fort Worth International Airport.

**"On Line Support"** ("OLS") means call-in or escalated phone support.

**“Monitoring and Control”** means twenty four hours a day, seven days a week, three hundred sixty five days a year ("24 x 7 x 365") near real time fault surveillance to detect, restore, escalate, and follow-up on anomalies.

**“Level 1 Technical Support”** means work performed by individuals on-site as they diagnose, isolate, and resolve problems.

**“Level 2 Technical Support”** means support performed by technical experts within the GTE NOC's On Line Support group. This Service provides phone in assistance as well as analysis for problems that cannot be resolved at the first level.

**“Trouble Ticket”** means the record of a call or calls from Telecom advising GTE of a service problem or interruption and a record of all GTE activities relating to that problem or interruption.

## **Section 2. - Monitoring and Control Telecom's Fiber Network.**

GTE NOC will provide 7 x 24 x 365 monitoring and control for the Telecom Network and its elements including, but not limited to, MUXs, Light Wave Multiplexing Devices and DACs.

Subject to the terms and conditions contained in this SOW, GTE through its Network Operations Center ("NOC") will provide Monitoring and Control functions to include coordination activities related to vendors, customers and field personnel, Monitoring, Control, and Dispatch of environmental alarms and Telecom's Network elements including but not limited to MUXs, Light Wave Multiplexing Devices, and DACs. GTE NOC will also provide trouble isolation, trouble shooting and Dispatch for the aforementioned functions. A completed profile for each site listing the network elements and equipment on which the GTE NOC agrees to provide Service will be provided by Telecom. The functions will be performed for the equipment and devices contained in centers or shelters.

### **Section 2.1 - GTE Responsibilities.**

- 2.1.1 The NOC will utilize TONICS SNMP and sub-OSS, Systems such as Intelligent Alarm Mediator ("IAM") systems to perform Monitoring and Control and support functions for Telecom's DAC's, Light Wave Multiplexing Equipment, and environmental conditions associated with the equipment in Telecom's Network.
- 2.1.2 The NOC will support the Management Platforms and sub-OSS Systems utilized by the NOC to perform monitoring and control functions.
- 2.1.3 The NOC and Telecom will communicate using a mutually agreed to medium regarding change management, outage notification, trouble tickets and post

mortem issues.

- 2.1.4 The NOC will provide limited support for Remedy implementation, administration and coordination with its other users.
- 2.1.5 The NOC will coordinate all Dispatches and requests for Telecom and other associated units. The NOC will provide technology specific resolution to problems and alarms and perform internal escalations to include coordination between working units and Dispatch of the appropriate field personnel or vendor as necessary. If a problem cannot be solved at Level 1, it will be escalated to the appropriate Level 2 support organization; any personnel providing such support will have pagers, cell phones, and remote access capabilities to provide remote support. The GTE NOC will participate in and manage bridge calls as necessary.
- 2.1.6 The NOC will provide Telecom with real time access to Trouble Ticket System reports for Telecom's Network.
- 2.1.7 The NOC will propose process improvements and perform required process enhancements as the need dictates.
- 2.1.8 The NOC will coordinate all emergency change management activities as requested by Telecom or its authorized representative.
- 2.1.9 The NOC will participate in post mortem reviews and perform required process enhancements.

**Section 2.2 – GNI Responsibilities.** Actions to be performed by Telecom shall be considered responsibilities of GNI for purposes of this SOW.

- 2.2.1 Telecom will provide the NOC with the required segment/site topology, site profiles and equipment lists with all information and drawings to facilitate connection, testing and implementation of Monitoring and Control processes.
- 2.2.2 Telecom will ensure proper physical and software maintenance, including database records, repair and/or replacement, of the network elements to assure proper operation.
- 2.2.3 Telecom will provide the NOC with the IAM System along with the necessary remote access to pertinent surveillance systems.
- 2.2.4 Telecom will provide complete documentation on all systems and processes for carrier escalations.
- 2.2.5 Upon Telecom's prior approval, Telecom will reasonably fund initial training and/or certification requirements necessary to perform NOC functions.

- 2.2.6 Telecom will provide the NOC technicians with read and write capabilities into Telecom's network.
- 2.2.7 Telecom will provide the NOC network connectivity to Telecom's Network.
- 2.2.8 Once approved by GNI Security, Telecom will provide the NOC access to the Network Management and Security Architecture.
- 2.2.9 Telecom or its authorized representative will lead the change management meetings, approve and categorize the changes, publish the ensuing schedule, and perform the associated maintenance tasks in the event Telecom requests a maintenance or change window.
- 2.2.10 In the event Telecom becomes aware of a problem with the Telecom Network, Telecom will notify the NOC.

### **Section 2.3 - Mutual Responsibilities.**

- 2.3.1 Prior to initiation of service, the NOC and Telecom Operations will conduct and review testing of the operations capability and linkages to other Telecom supplier NOCs and Telecom's customer NOCs.
- 2.3.2 The NOC and Telecom will jointly develop and administer detailed interface processes for alarm patterning, assignment of severity levels, notification, escalation and personnel contacts.
- 2.3.3 Changes to the personnel to be contacted shall be provided to the other Party no less than seven days prior to the change.
- 2.3.4 The NOC and Telecom will jointly develop, administer and track Service Level objectives as defined in the First Amendment, Attachment 2, to the MSA.

### **Section 3. - Compensation.**

- 3.1 Subject to the MSA between the Parties, GTE shall be compensated for the Services provided herein as determined by applicable regulatory requirements, including requirements regarding affiliate transactions.
- 3.2 Notwithstanding anything to the contrary contained in this SOW, compensation is at all times subject to review and modification to conform with any applicable regulatory requirement governing transactions between GTE and its affiliates, including without limitation FCC docket 96-150.

**Table 1: Telecom Fiber Network**

<b>Category</b>	<b>Annual</b>	<b>Monthly</b>
<b>Labor</b>	<b>\$345,102</b>	<b>\$28,759</b>
<b>Total</b>	<b>\$345,102</b>	<b>\$28,759</b>

**Section 4. Term.**

- 4.1 This SOW will become effective upon execution of the Second Amendment to the MSA by both Parties and will remain in effect until October 31, 2000. This SOW may not be renewed.
- 4.2 Notwithstanding Section 4.1, the term of this SOW and the other terms and conditions hereof, are subject to applicable law and regulatory approval. Accordingly, although the Second Amendment to the MSA is executed by both Parties, to the extent that any state statute, order, rule or regulation or any state regulatory agency having competent jurisdiction over one or both parties to this SOW or the Second Amendment, shall require that this SOW or the Second Amendment be filed with or approved by such regulatory agency before the SOW or Second Amendment may be effective, this SOW and/or the Second Amendment shall not be effective in such state until the first business day after such approval or filing shall have occurred.

**Section 5. Termination.**

- 5.1 Notwithstanding any other provision of this SOW or the MSA, this SOW is terminable by GNI on ninety (90) days written notice to GTE.
- 5.2 Early termination by GNI shall be subject to the payment of compensation for work in progress. In the event of a material default in the performance of any of the material obligations of this SOW by either Party, the other Party may give the defaulting Party a written notice of default and a notice to cure pursuant to Section 19 of the MSA.
- 5.3 On expiration or termination of the MSA and or this SOW, each Party will return all equipment and materials belonging to the other Party in as good condition as when received, excepting for normal wear and tear.

**Section 6. Notification and Escalation**

In the event either Party fails to perform any materials provision of this SOW, either Party may give notice to the other Party pursuant to the notice and escalation provisions set forth in the MSA in Sections 18 and 21 respectively.

Notices to GNI shall be sent to:

GTE GNI  
5221 North O'Connor Blvd.  
East Tower, 14<sup>th</sup> Floor  
Irving, TX 75039  
Attn: Assistant Vice President-Operations

With copies to:

GTE Telecom Incorporated  
201 North Franklin, Suite 2400  
Tampa, FL 33602  
Attn: Manager – Contracts  
Fax: 813/209-9620

Escalation points for GNI, via Telecom, are:  
Supervisor, Customer Satisfaction Center  
Manager, Customer Satisfaction Center  
Director, Customer Satisfaction Center  
GNI Assistant Vice President- Operations

## **Section 7. Regulatory Compliance.**

This SOW is subject at all times to any statute, order, rule, or regulation or any state or federal regulatory agency having competent jurisdiction over one or both of the parties hereto or the services provided hereby. GTE and GNI agree to cooperate with each other and with any applicable regulatory agency so that any and all necessary approvals may be obtained. During the term of this SOW, the Parties agree to continue to cooperate with each other in any review of this SOW by a regulatory agency so that the benefits of this SOW may be achieved.

## **Section 8. Proprietary Information.**

The Parties acknowledge that this SOW constitutes the Proprietary Information of both Parties and is subject to the terms of the MSA; provided, however that the Parties further acknowledge that this SOW may be filed with any regulatory commission having authority over the subject matter, and the parties agree to seek commercial confidential status for this SOW with any such regulatory commission, to the extent such a designation can be secured.

End of Statement of Work